



Health Services
LOS ANGELES COUNTY

April 17, 2007

**Los Angeles County
Board of Supervisors**

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Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

Robert G. Splawn, MD
Senior Medical Director

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*To improve health
through leadership,
service and education.*



www.ladhs.org

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF STANDARD AGREEMENT WITH THE STATE
EMERGENCY MEDICAL SERVICES AUTHORITY (EMSA) TO
ACCEPT DISASTER MEDICAL ASSISTANCE TEAM (DMAT)
FUNDING, DELEGATED AUTHORITY FOR AMENDMENTS TO
STANDARD AGREEMENT WITH EMSA, DELEGATED
AUTHORITY FOR FUTURE STANDARD AGREEMENTS WITH
EMSA, AND UTILIZATION OF GRANT AND DMAT FUNDS
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign Standard Agreement No. EMS-6056 (Exhibit I) with the State Emergency Medical Services Authority (EMSA), to accept grant funds in the amount of \$16,980 to fund the continued lease of the disaster staging facility and to provide travel expenses for the CA-9 Disaster Medical Assistance Team (DMAT) command staff, effective retroactive to July 1, 2006 through June 30, 2007.
2. Delegate authority to the Director of Health Services, or his designee, to sign amendments to the Fiscal Year (FY) 2006-07 Standard Agreement No. EMS-6056 to accept additional DMAT grant funds of up to an additional 30% of the original maximum amount on substantially similar terms, upon review and approval by County Counsel and notification to the Board.
3. Delegate authority to the Director of Health Services, or his designee, to sign any forthcoming Standard Agreement with State EMSA for the period of July 1, 2007 through June 30, 2008, and for subsequent fiscal years through June 30, 2011, to accept DMAT grant funds of up to a maximum twelve month agreement

amount of \$30,000 on substantially similar terms as compared to the preceding FY 2006-07 Agreement, upon review and approval by County Counsel and notification to the Board.

4. Delegate authority to the Director of Health Services, or his designee, to sign any amendments to the Agreement with the State EMSA for DMAT funding for the period of July 1, 2007 through June 30, 2008, and for subsequent fiscal years through June 30, 2011 with substantially similar terms and conditions to accept additional funds of up to an additional 30% of the original maximum amount, upon review and approval by County Counsel and notification to the Board.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

Approval of the above recommended actions will enable the Department of Health Services (DHS) Emergency Medical Services (EMS) Agency to continue its disaster staging operations and provide funding to enable the CA-9 DMAT command staff to attend State DMAT meetings for FY 2006-07 and subsequent FYs through June 30, 2011.

Approval of these actions will also increase the safety and security of all residents in Los Angeles County through development and implementation of well-coordinated, comprehensive response and recovery plans related to disaster preparedness and response activities.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These actions support the County's Strategic Plan Goal No. 1 for Service Excellence by enhancing the County's readiness in the event of a major disaster.

FISCAL IMPACT/FINANCING

The State EMSA is providing \$16,480 which supplements the funding for the continued lease of the disaster staging facility and \$500 to provide travel expenses for the CA-9 DMAT command staff to attend State DMAT meetings, for a total of \$16,980, for the period effective retroactive to July 1, 2006 through June 30, 2007.

Funding for DMAT is included in the Health Services Administration FY 2006-07 Final Budget and has been rerquested in the FY 2007-08 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 6, 1994, the Board approved an agreement with the State EMSA to provide funding to assist Los Angeles County in the formation of a DMAT.

On January 5, 1995, the Board approved agreements with the State EMSA and with the U.S. Department of Health and Human Services, Public Health Service (DHHS PHS) to implement a DMAT in Los Angeles County, now referred to as CA-9. The official sponsor of CA-9 is the Board of Supervisors. DHHS PHS has provided extensive equipment and training to CA-9.

Since its inception in 1995, CA-9 and its National Medical Response Team (NMRT) component have been pre-deployed to events such as the Olympic Games in Atlanta, the World Trade Conference in Seattle, the Nike Games in Portland, the Summit of Eight in Denver, the Alaska Airlines crash in Ventura, the Democratic National Convention in Los Angeles, the Winter Olympics in Salt Lake City, and deployed at Ground Zero, World Trade Center, New York City. Most recently, CA-9 members were deployed to Hurricane Ivan which devastated the panhandle of Florida in 2004, and to Hurricane Katrina which devastated the Gulf Coast region in 2005.

The State EMSA has provided annual funding to DMAT CA-9 since the year 2000 to ensure ongoing team activities.

The term of the recommended State Agreement is retroactive to July 1, 2006 through June 30, 2007. Since DMAT funding is approved by the State after the beginning of each County fiscal year, the agreement to receive appropriated funds is retroactively entered into by the County.

Attachment A provides additional information.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

The recommended Standard Agreement is between the State EMSA and the County. This contracting opportunity was offered to the County and is critical to the ongoing capability, maintenance and warehousing of the DMAT CA-9.

The Department is requesting delegated authority to continue to accept DMAT funding through subsequent fiscal year State Agreements with EMSA up to June 30, 2011, to lease the DMAT disaster staging facility and for other disaster preparedness activities.

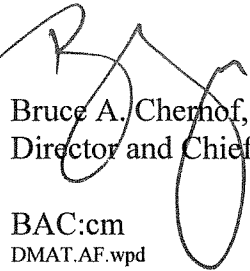
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Funding from this award will enhance CA-9's ability to provide health care following a disaster by providing adequate warehousing space for equipment and vehicle storage and personnel staging, and enable the CA-9 DMAT command staff to travel to State DMAT meetings that foster improved efficiency of DMAT operations.

The Honorable Board of Supervisors
April 17, 2007
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Bruce A. Chernof', is written over the printed name and title.

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:cm
DMAT.AF.wpd

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Chair, Emergency Medical Services Commission
Health Care Association of Southern California

ATTACHMENT A

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE

The Standard Agreement with the State Emergency Medical Services Authority (EMSA) provides continued support for the disaster staging facility lease and funding for the CA-9 commander and/or deputy commander to attend quarterly commander meetings.

2. AGENCY ADDRESS AND CONTACT PERSON

State Emergency Medical Services Authority
1930 9th Street
Sacramento, California 95814-7043
Attention: Carol MacRae, Contracts Manager
Telephone: (916) 322-4338
e-mail: Carol.MacRae@EMSA.CA.GOV

County of Los Angeles - Department of Health Services
Emergency Medical Services Agency
5555 Ferguson Drive, Suite 220
Commerce, California 90022
Attention: Carol Meyer, Director
Telephone: (323) 890-7545
e-mail: cmeyer@ladhs.org

3. TERM

The term of Standard Agreement No. EMS 6056 with the State EMSA is effective retroactive to July 1, 2006 through June 30, 2007.

4. FINANCIAL INFORMATION

The Standard Agreement with the State EMSA provides a total amount of \$16,980 for Fiscal Year 2006-07. Of this amount, \$16,480 is allocated for the continued lease of the disaster staging facility and \$500 is allocated for travel expenses incurred by the CA-9 DMAT Commander and/or deputy commander to attend quarterly commander meetings.

5. APPROVALS

Emergency Medical Services:	Carol Meyer, Director
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel:	Edward A. Morrissey, Senior Deputy County Counsel
Chief Administrative Office:	Latisha Thompson

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

EXHIBIT I

AGREEMENT NUMBER

EMS-6056

REGISTRATION NUMBER

41201206152566

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Emergency Medical Services Authority

CONTRACTOR'S NAME

County of Los Angeles/Los Angeles County EMS Agency, CA-9

2. The term of this Agreement is: **July 1, 2006** Through **June 30, 2007**

3. The maximum amount of this Agreement is: **\$16,980.00**
Sixteen Thousand Nine Hundred Eighty Dollars and no/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 3 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit B-1 1 page(s)

Exhibit C* – General Terms and Conditions GTC 306

Check mark one item below as Exhibit D:

☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

page(s)

☒ Exhibit - D* Special Terms and Conditions

6 page(s)

Exhibit E – Additional Provisions

page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles/Los Angeles County EMS Agency, CA-9

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Carol Meyer, Director, EMS

ADDRESS

**5555 Ferguson Drive, Suite 220
Commerce, California 90022**

STATE OF CALIFORNIA

AGENCY NAME

Emergency Medical Services Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Cesar A. Aristeiguieta, M.D., Director

ADDRESS

1930 9th Street, Sacramento, California 95814

California Department of General
Services Use Only

☒ Exempt per: SCM 4.04 5b

**Exhibit A
(Standard Agreement)**

SCOPE OF WORK

Background Information

The 2006/07 Governor's Budget provides \$9,786,000 in Local Assistance Funding to EMSA, which includes approximately \$101,880 to help support the Disaster Medical Assistant Teams (DMAT) project. Initial funding for the DMAT projects was made through a BCP in Fiscal Year 99/00.

The DMAT project was established as a component of the EMS Authority's overall disaster medical response planning responsibilities as contained in Section 1797.150, 1797.151 and 1797.152 of Division 2.5 of the Health & Safety Code.

1797.150. In cooperation with the Office of Emergency Services, the authority shall respond to any medical disaster by mobilizing and coordinating emergency medical services mutual aid resources to mitigate health problems.

1797.151. The authority shall coordinate, through local Emergency Medical Services (EMS) agencies, medical and hospital disaster preparedness with other local, state, and federal agencies and departments having a responsibility relating to disaster response, and shall assist the Office of Emergency Services in the preparation of the emergency medical services component of the State Emergency Plan as defined in Section 8560 of the Government Code.

1797.152. (a) The director, and the Director of Health Services may jointly appoint a regional disaster medical and health coordinator for each mutual aid region of the state. A regional disaster medical and health coordinator shall be either a county health officer, a county coordinator of emergency services, an administrator of a local EMS agency, or a medical director of a local EMS agency. Appointees shall be chosen from among persons nominated by a majority vote of the local health officers in a mutual aid region.

(b) In the event of a major disaster which results in a proclamation of emergency by the Governor, and in the need to deliver medical or public and environmental health mutual aid to the area affected by the disaster, at the request of the authority, the State Department of Health Services, or the Office of Emergency Services, a regional disaster medical and health coordinator in a region unaffected by the disaster may coordinate the acquisition of requested mutual aid resources from the jurisdictions in the region.

(c) A regional disaster medical and health coordinator may develop plans for the provision of medical or public health mutual aid among the counties in the region.

(d) No person may be required to serve as a regional disaster medical and health coordinator. No state compensation shall be paid for a regional disaster medical and health coordinator position, except as determined appropriate by the state, if funds become available.

Introduction

The County of Los Angeles through formal agreements with the State Emergency Medical Services Authority (EMSA) and the Federal National Disaster Medical System (NDMS) has been authorized to sponsor and operate a Disaster Medical Assistance Team (DMAT) CA-9. The National Disaster Medical System (NDMS) is a cooperative effort of the Department of Health & Human Services, the Department of Defense, the Department of Veteran Affairs, the Federal Emergency Management Agency (FEMA), state and local governments, and the private sector. The NDMS provides for 'mutual aid' among all areas of the

**Exhibit A
(Standard Agreement)**

nation in the event of a catastrophic disaster. Members participate in monthly team training sessions and annual field deployment exercises. The DMAT provides austere medical care in a disaster area or at transfer points and reception sites associated with patient evacuation.

This project is designed to maintain current disaster warehousing and assembly location for the Los Angeles County DMAT which is comprised of County employees and others who either work or reside in or around Los Angeles County area; and to provide DMAT members with a centralized place to conduct training and exercise programs relative to disaster readiness and response. Specific areas are designated within the Disaster Staging Facility (DSF) for the storage and maintenance of local disaster response supplies and equipment ("cache") to be available for local and state disaster needs.

DMAT CA-9 maintains "Type I" status, of team preparedness as indicated by the National Disaster Medical System (NDMS) HQ in Washington, DC.

1. Contractor agrees:

1. To facilitate DMAT CA-9 readiness for response to disasters.

- | | |
|-----------|--|
| Task 1.1 | Maintain Type I Designation as a DMAT. |
| Task 1.2 | Provide regular meetings and training opportunities for DMAT members to maintain their ability to function as a coordinated team. |
| Task 1.3 | Identify and recruit team personnel to complete a full compliment of staff equivalent to a deployment roster with personnel three deep per identified position by June, 2007. |
| Task 1.4 | Upgrade the LA County DMAT website to reflect current recruitment processes. |
| Task 1.5 | Extend recruitment through opportunities at local Health Fairs, Professional Medical Programs using Display Showcase. |
| Task 1.6 | Develop a power point presentation to be used in conjunction with the DMAT Display Showcase and develop additional recruitment materials as approved through FEMA/NDMS administration. |
| Task 1.7 | Continue leasing of the Disaster Staging Facility to ensure a level of readiness by organizing, adding to and inventorying supplies, equipment, vehicles and resources for a local disaster cache. |
| Task 1.8 | Work with EMSA to implement any organization changes that will enhance local and state DMAT capability and readiness. |
| Task 1.9 | Participate in at least one functional DMAT exercise with EMSA, other California DMATs, or both, to test team readiness, emergency medical response plans and procedures. |
| Task 1.10 | Provide an After Action Report for any State exercises and/or in-state deployment activities. |

2. To continue lease and preparation of the disaster staging facility.

- | | |
|----------|---|
| Task 2.1 | Re-assessment of current floor space utilization and re-distribution of equipment and inventory to better utilize space, access and egress from building. |
|----------|---|

3. Participate in at least one DMAT exercise that tests field deployment capabilities and readiness.

- | | |
|----------|---|
| Task 3.1 | Participate in the 2006 Statewide Rough & Ready Exercise. |
|----------|---|

Exhibit A
(Standard Agreement)

Task 3.2 Participate in the development and execution of a State approved functional exercise in 2007.

2. The project representatives during the term of this agreement will be:

State Agency: Emergency Medical Services Authority	Contractor: Los Angeles County EMS Agency
Name: Sam Bradley	Name: Carol Meyer, EMS Administrator
Phone: (916) 322-4336, ext. 302	Phone: (323) 890-7500
Fax: (916) 323-4898	Fax: (323) 890-8528

Direct all inquiries to:

State Agency: Emergency Medical Services Authority	Contractor: Los Angeles County EMS Agency
Section/Unit: Administrative Unit	Section/Unit:
Attention: Carol MacRae	Attention: Carol Meyer, EMS Administrator
Address: 1930 9 th Street, Sacramento, CA 95814	Address: 5555 Ferguson Drive, Suite 220, Commerce, CA 90022
Phone: (916) 322-4336, ext. 422	Phone: (323) 890-7500
Fax: (916) 322-1441	Fax: (323) 890-8528

Exhibit B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1) Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget in Exhibit B-1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number, period covered, all backup documentation and shall be submitted not more frequently than monthly in arrears to:

Carol MacRae, Contracts Manager
Emergency Medical Services Authority
1930 9th Street
Sacramento, CA 95814

Final Invoices must be submitted no later than sixty (60) days after the end date of the contract.

2) Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3) Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B-1
(Standard Agreement)

Budget Categories

BUDGET CATEGORIES	State General Fund	Total
Space	\$16,480.00	\$16,480.00
Travel		
In-State	\$500.00	\$500.00
Out-of-State	\$0	\$0
TOTALS	\$16,980.00	\$16,980.00

Budget Detail/Narrative

Space: \$16,480.00

The square footage for the warehouse is 2,019,58 sq. ft. @ \$.68 a sq. ft. = \$1,373.31 x 12 months = \$16,480.00. The work space for the DMAT is in the Disaster Staging Facility and is approximately 4.45% of the total lease.

Travel: In-State \$500.00, Out-of-State \$0

To enable the CA-9 DMAT Commander or Command Staff to attend meetings comprised of the decision making staff of each DMAT, relative to state and local DMAT activities. These meetings are held to discuss topics related to team policy making, financing, readiness and coordination, recruitment, exercises, and drills. The meetings are held on a rotational geographical schedule that allows a physical review of each team headquarters to gain ideas to improve efficiency and communication between the teams and the State EMS Authority.

All travel will be in accordance with DPA rates. (See #5 Under Special Terms & Conditions)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **The Contract Manager** for the State EMS Authority is **Carol MacRae**. Any questions regarding the contract, including, but not limited to: Budget Revisions, Invoices, Contract Advance Payments, Reports, etc. may be directed to her attention.
2. **Budget Revisions:** The Contractor may make minor adjustments in the budget without prior authorization, however, the amount of total adjustments cannot exceed \$2,000 for the period of the contract and the total authorized cannot be exceeded.

If the Contractor wishes to make a budget revision which exceeds \$2,000, the Contractor must submit a written request with an explanation of the need and a revised budget summary and a budget detail/narrative which specifically identifies the line item(s) to be reduced in order to increase the excess line item(s). The State must approve such revisions in writing prior to their implementation. In no event will the budget total authorized as specified in this Agreement be exceeded.

3. **Availability of Funds:** This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the State Fiscal Year 2006/07 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

4. **Contract Amendments:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. All requests for amendments to the contract must be received by the EMS Authority at least thirty (30) days prior to the effective date of the change. The EMS Authority must approve such revisions in writing prior to their implementation. **No amendments may be made after the contract termination date.**
5. **Travel:** For any travel outside the State of California for which the Contractor seeks reimbursement under this Agreement, the Contractor must submit a written justification to the EMS Authority at least 30 days prior to the date that the travel will commence and obtain prior approval. All travel shall be reimbursed at the rates set in accordance with **State Department of Personnel Administration**.

Travel Guidelines

Travel costs are allowable for transportation, lodging, subsistence, and related items incurred by agency employees who are traveling on official business directly related to the administration of the regional agency. Transportation expenses consist of the charges for commercial carrier fares; private car mileage allowances; overnight and day parking; bridge and road tolls; necessary bus or taxi fares; and all other charges essential to the transport from and to the individual's headquarters.

Reimbursement may be requested for actual transportation expenses by public carrier in connection with services rendered for the contract and actual transportation costs for a personal car at the rate of \$.34 per mile or less for travel expenses incurred for the contract, while away from the individual's

**EXHIBIT D
(Standard Agreement)**

headquarters. Claims for transportation by scheduled airlines are allowed at the lowest fare available in conformity with the regular published tariffs for scheduled airlines in effect on the date of origination of the flight. Parking, toll bridge expenses, etc., are permissible if in conformance with Department of Personnel Administration (DPA) regulations. **All traveling expenses and per diem shall be set in accordance with the rates of the Department of Personnel Administration**

In computing the allowance for travel, the following maximum reimbursement will be allowed in any 24 hour period or fractional part thereof:

Method of Travel

Reimbursement for transportation expenses will be based on the method of transportation that is in the best interest of the State, considering both direct expense and the employee's time. If an employee chooses and is authorized to use a method of transportation that is (1) not the least costly, (2) not the typical method of getting from one location to the other, or (3) not "in the best interest of the State," a cost comparison will be prepared and the employee shall be reimbursed only the amount that would have been reimbursed had the employee traveled using the least costly method.

Meals and Incidentals (In-State/Out-of-State Travel)

The following reimbursement rates are maximums, not allowances. Employees may claim only their *actual* expense and must have receipts substantiating the amount claimed.

For each full 24-hour period of travel, employee may claim the following:

Breakfast	actual expense up to \$6
Lunch	actual expense up to \$10
Dinner	actual expense up to \$18
Incidentals	actual expense up to \$6

Trips of 24 Hours or More

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

First day of travel

Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed

Continuing after 24 hours

Trip ends at or after 8 am	breakfast may be claimed
Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	dinner may be claimed

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

Fractional day of travel

Trip begins at or before 6 am and ends at or after 9 am – Breakfast may be claimed

EXHIBIT D
(Standard Agreement)

Trip begins at or before 4 pm and ends at or after 7 pm – Dinner may be claimed

Lunch or incidentals may not be claimed on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.

Employees may *not* claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

Lodging Reimbursement
Short-Term Travel

Employees who incur overnight lodging expenses at a **commercial lodging establishment** catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. **must provide a receipt** to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

All California counties not listed below	actual expense up to \$84 per night, plus tax
Los Angeles and San Diego counties	actual expense up to \$110 per night, plus tax
Alameda, San Francisco, Santa Clara, And San Mateo Counties	actual expense up to \$140 per night, plus tax

State-Sponsored Conference, etc.

Employees attending a State-sponsored conference will be reimbursed for *receipted* lodging up to \$110 per night, plus tax, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Non-State-Sponsored Conference, etc.

Employees attending a non-State-sponsored conference will be reimbursed for *receipted* lodging when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Out-of-State Travel (to any of the 49 other states)

Any limitations on lodging are placed by the appointing authority when approving travel. Lodging and meals may otherwise be claimed as follows (applies to all employees):

With a lodging receipt	actual cost of lodging; actual meals and incidentals, based on appropriate timeframes
Without a lodging receipt	no lodging reimbursement; actual meals and incidentals, based on appropriate timeframes

EXHIBIT D
(Standard Agreement)

Personal Vehicle Mileage Reimbursement

The following rates apply only to approved personal vehicle mileage for State business travel incurred on or after the effective dates noted on page 1. Claims submitted after the effective date for mileage incurred prior to the effective date will be reimbursed at the rate previously in effect for the employee.

Employees must have advance approval to drive a personal vehicle on State business. Mileage reimbursement rates are as follows:

Vehicle type	Mileage reimbursement rate
Personal vehicle	34 cents per mile
Specialized vehicle w/certification	up to 37 center per mile*
Private aircraft	50 cents per mile**
Bicycle	4 cents per mile**

* A "specialized vehicle" is a vehicle that has been specially equipped for a disabled employee and is the only vehicle the employee is physically able to drive. Amount in excess of the base rate of 34 cents per mile is subject to withholding.

** all taxable

An employee may claim mileage to/from a common carrier, as long as no parking expense is incurred at the terminal. Reimbursement is calculated using the appropriate rate above, multiplied by twice the distance to the terminal. If withholding applies to the employee's mileage reimbursement above, it will apply to this reimbursement.

Mileage covers gasoline, the cost of maintenance (oil, lube, routine maintenance), insurance (liability, damage, comprehensive and collision coverage), licensing and registration, depreciation, and all other costs associated with operation of the vehicle.

Contractors

Contractors with questions regarding travel reimbursements must contact the agency with which they contract.

Out-of-state Travel

Out-of-state travel requires prior approval by the EMS Authority. A written justification and request for prior approval of out-of-state travel must be received at the EMS Authority at least 30 working days before the first day of the trip.

- Equipment:** All equipment purchased with funds received through this contract will become the property of the State of California. The Contractor will maintain an inventory record for each piece of non expendable equipment purchased with funds through this contract. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment.

EXHIBIT D
(Standard Agreement)

7. **Disputes:** Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of the EMS Authority, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMS Authority, issued in writing, shall be conclusive and binding on both parties to the contract on all questions of fact considered and determined by the Director of the EMS Authority.
8. **EMSA 114:** The Contractor agrees to abide by all policies and procedures as stated in the document titled, "EMSA Policy for Funding Disaster Medical Assistant Team (DMAT) with State General Funds" dated July, 2005.
9. **Copyright:** The Contractor or subcontractors shall not be authorized to copyright any documents related to this Agreement without written approval of the Director of the EMS Authority.
10. **Publication Rights:** Publication rights to any documents produced as a result of this Agreement are reserved to the EMS Authority.
11. **Joint Property Rights:** All materials and information collected or prepared under this agreement shall become the joint property of the EMS Authority and the Contractor. The EMS Authority shall have access to information collected as a result of this Agreement.
12. **Public Meeting Requirements:** The Contractor agrees that, in the interest of enhancing public participation and knowledge, meetings of its governing authority will be open to the public. Meetings which deal with legal or personnel matters shall be exempt. Notice of each public meeting shall be in accordance with Government Code Sections 54950 through 54963.
13. **Reports:** The Contractor agrees to submit three quarterly progress reports to the State within fifteen (15) days following the end of the first three quarters of the State Fiscal Year and a Final Report within sixty (60) days following the termination date of this Agreement. The quarterly reports must describe the work completed, problems encountered, what steps were taken to overcome the problem, what training/meetings were attended and the outcome of those meetings, etc. The Final Report must cover, but is not limited to, the goals, accomplishments, and problems of the local agency as it relates to Scope of Work and must cover the entire contract period. Further, the Contractor agrees to secure agreement of any subcontractor to submit information to the Contractor necessary to meet the obligations of submitting quarterly reports and a Final report to the State.
14. **Disclosure Requirements:** (a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total costs for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. (b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Government Code 7550 (a-b)
15. **Training, Seminars, Materials:** Any Training Seminars, and materials for such Seminars, must have prior approval by the State EMS Authority.

EXHIBIT D
(Standard Agreement)

16. Subcontracts: All subcontracts entered into by the Contractor to carry out the terms of this agreement shall be in writing and contain all of the following:

- a) Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from Contractor.
- b) Specification of the services to be provided.
- c) Specification that the subcontract shall be governed by and construed in accordance with all laws, regulations, and contractual obligations binding on Contractor.
- d) Subcontractor's agreement to submit reports as required by Contractor.

Prior approval of Subcontracts: All subcontracts exceeding \$2,500 shall not become effective until it has been approved by the EMS Authority. Subcontract amendments shall be submitted to the EMS Authority for prior approval at least forty-five (45) days before the effective date of any proposed changes. Any such amendment shall become effective unless the EMS Authority expressly disapproves in writing such amendment and written notice thereof is received by Contractor within said 45-day period.

Public Records: Subcontracts entered into by the Contractor pursuant to this Agreement and all information received in accordance with this section shall be a public record on file with the EMS Authority.

The Contractor shall secure the agreement of any subcontractor to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by State, as follows: at all reasonable time at the subcontractor's place of business, or at such other mutually agreeable location in California; in a form maintained in accordance with the general standards applicable to such books or record keeping; and for a term of at least three (3) years following the close of the calendar year in which the subcontract was terminated. Further, any agreement with a subcontractor shall also contain: subcontractor's agreement that assignments or delegation of the contract shall be void unless prior approval is obtained by the Contractor from the EMS Authority; subcontractor's agreement to maintain and make available to the EMS Authority upon request, copies of all written subcontracts and make applicable items a-d hereinabove to its subcontractors; and subcontractor's agreement to hold harmless the State in the event Contractor will not pay for services performed by the subcontractor pursuant to the subcontract.

Potential Subcontractors: Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

17. Team Deployments: The Disaster Medical Assistance Team agrees to contact the EMS Authority through the Duty Officer at (916) 553-3470 to advise them of any team deployments. This is to insure the EMS Authority's ability to keep the Governor's Office of Emergency Services (OES) apprised of resource status.

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) <i>Carol Meyer - LA County EMS</i>		Federal ID Number <i>95-6000927</i>
By (Authorized Signature) <i>Carol Meyer</i>		
Printed Name and Title of Person Signing <i>Carol Meyer - Director, EMS Agency</i>		
Date Executed	Executed in the County of <i>Los Angeles</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.